

GENERAL LIABILITY

MIIA Property And Casualty Group, Inc.
60 Temple Place
Boston, MA 02111

**GENERAL LIABILITY
COVERAGE**

DECLARATIONS

CONTRACT # ACT00002-03-05

#1 MEMBER NAME AND ADDRESS:

**ACTON, TOWN OF
TOWN HALL, 472 MAIN STREET
ACTON, MA 01720**

#2 CONTRACT PERIOD: **FROM 07/01/2005 TO 07/01/2006**
AT 12:01 AM STANDARD TIME
AT THE ADDRESS SHOWN ABOVE

#3 <u>SCHEDULE OF GENERAL LIABILITY COVERAGES:</u>	<u>Limits of Insurance</u>	<u>Deductible</u>
Each Occurrence Limit	\$ 1,000,000	*
Personal and Advertising Injury Liability Limit	\$ 1,000,000	NONE
Employee Benefit Liability Limit	\$ 1,000,000	NONE
Medical Payments Limit	\$ 10,000 Any One Person	NONE
Medical Payments for Certain Officials	\$ 25,000 Any One Person	NONE
General Aggregate Limit	\$ 3,000,000 Each Location	*
(Other than Products Completed Operations)		
Products Completed Operations Aggregate Limit	\$ 3,000,000	*

#4 FORMS AND ENDORSEMENTS ATTACHED TO THIS CONTRACT:

DEC 3, MGP 001 (0705), MGP 002 (0702), MGP 005 (0702), MGP 009 (0703), MGP 010 (0701),
MGP 013 (0701), MGP 019 (0796), MGP 021 (0702), MGP 050 (0799), MGP 052 (0702)

* NOTE: DEDUCTIBLE AMOUNT - \$2,500, REFER TO MGP 005

GENERAL LIABILITY COVERAGE

GENERAL LIABILITY COVERAGE FORM

Various provisions in this contract restrict coverage. Read the entire contract carefully to determine rights, duties and what is and is not covered.

Throughout this contract the words "you" and "your" refer to the Member Named Insured shown in the Declarations. Any organization or entity now or hereafter owned, formed, created, or controlled or operated by the Member Named Insured will also qualify as a Named Insured if there is no other similar coverage available to that organization or entity.

The words "we," "us" and "our" refer to the MIIA Property and Casualty Group, Inc.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (SECTION II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (SECTION V).

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this coverage applies. We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend any "suit" seeking damages for "bodily injury" or "property damage" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS-COVERAGES A, B AND D.

- b. This coverage applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
 - (2) The "bodily injury" or "property damage" occurs during the contract period shown in the Declarations.
- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This coverage does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured, including, without limitation, "bodily injury" resulting from sexual abuse, including associated physical abuse.

This exclusion does not apply to:

- (1) "bodily injury" resulting from the use of reasonable force to protect persons or property; or
- (2) the defense of actions, claims, "suits" or demands arising from claims of sexual abuse, including associated physical abuse, or claims of corporal punishment to your students; provided, however, that such defense shall terminate upon the final adjudication or other final resolution of such claim in which the finding is adverse to the insured.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages:

- (1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- (2) That the insured would have in the absence of the contract or agreement.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. However, you are not considered in the business of distributing, selling, serving or furnishing alcoholic beverages if such activities are only incidental to your regular operations.

d. Workers Compensation and Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) Your "employees", arising out of and in the course of employment by you; or performing duties related to the conduct of your business; or
- (2) The spouse, child, parent, brother, sister or estate of that "employee" as a consequence of subparagraph (1) above.

This exclusion applies:

- (1) Whether you may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

This exclusion also does not apply to liability arising out of injury to a volunteer worker of the insured, including a volunteer or call firefighter or police officer, for whom the insured does not have any obligation under a workers compensation, disability benefits or unemployment compensation law, or any similar law.

f. Employment Practices Liability

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ or promote, or grant tenure to, that person;
 - (b) Dismissal, discharge or termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, employment related libel, slander, defamation, humiliation, invasion of privacy, harassment, discrimination or retaliation directed at that person or violation of that person's civil rights; or
- (2) The spouse, child, parent, brother or sister or estate of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs (1)(a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

g. Pollution

- (1) "Bodily injury," "property damage" or any other injury, damage or loss of any nature or kind arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - (a) At or from public ways or roads or "premises", site or location which is or was at any time owned or occupied by, or rented or loaned to, you or any other insured;
 - (b) At or from any "premises", site or location which is or was at any time used by or for you or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you, any other insured or any person or organization for whom you may be legally responsible; or
 - (d) At or from any "premises", site or location on which you, any other insured or any contractors or sub-contractors working directly or indirectly on your or

any other insured's behalf are performing operations:

- (i) if the pollutants are brought on or to the "premises", site or location in connection with such operations; or
 - (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.
- (2) Any loss, cost or expense arising out of any governmental direction or request that you or any other insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Subparagraphs (1)(a) and (1)(d)(i) of this exclusion do not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent to be discharged, dispersed or released as part of the operations being performed by you, any other insured, contractor or subcontractor.

Subparagraph (1)(a) of this exclusion does not apply to "bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Subparagraphs (1)(a) and (1)(d)(i) of this exclusion do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

As used in this exclusion "premises" does not include water collected, stored or treated for ultimate consumption.

With respect to water, any coverage arising out of the pollution thereof shall be considered products coverage and subject to your Products-Completed Operations Aggregate Limit in this contract.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. As used in this exclusion, waste shall

not include residential or domestic sewage from a sewerage treatment or collection system owned or operated by you.

h. Asbestos

"Bodily injury" or "property damage" arising out of, or related in any way to, the existence of, the use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

i. Aircraft, Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". For the purpose of this exclusion, payment by an insured of charter or passenger charges to a licensed carrier with a crew or a contract to furnish transportation of your students shall not mean the vehicle is rented to an insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on "premises" you own or rent;
- (2) A watercraft (whether or not owned by an insured) that is:
 - (a) Not more than 50 feet long; and
 - (b) Not being used by an insured to carry persons or property for a charge;
- (3) Parking an "auto" on or an "auto" parked on "premises" you own or rent or on ways or roads next to such "premises," provided the "auto" is not owned by or rented or loaned to you;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment" in Section V.
- (6) Medical professional services provided in conjunction with the ownership, maintenance or use of any "auto" or watercraft for emergency purposes.

j. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged

racing, speed, demolition, or stunting activity.

k. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, or revolution.

l. Damage to Property

"Property damage" to:

- (1) Property you own or occupy;
- (2) "Premises" you sell, give away or abandon, if the "property damage" arises out of any part of those "premises;"
- (3) Property loaned or rented to you except property loaned or rented to you by another governmental entity;
- (4) Personal property in the care, custody or control of the insured except property loaned or rented to you by another governmental entity;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3), and (4) of this exclusion do not apply to "property damage" to "premises", including the contents of such "premises", temporarily rented or loaned to you on a short term basis.

Paragraph (2) of this exclusion does not apply if the "premises" are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

This exclusion does not apply to "property damage" arising out of your ownership or use of elevators.

m. Eminent Domain

Damages claimed for loss of use of property that is not physically injured arising out of or in any way connected with the application of the principles of eminent domain, adverse possession, dedication by adverse use, condemnation proceedings, or inverse condemnation, by whatever name called,

whether claims for such damages occur directly against the insured or by virtue of any agreement entered into by or on behalf of the insured.

n. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Failure to Supply

"Bodily injury" or "property damage" arising out of your complete or partial failure to supply water, gas, electricity or steam.

This exclusion does not apply to failure to supply sufficient water for firefighting purposes, but only if such failure results from a negligent act on your part or on the part of any of your "employees".

s. Airports

"Bodily injury" or "property damage" arising out of:

- (1) Your ownership, maintenance or use of any airport or any property located thereon;
- (2) Operations on such airport which are necessary or incidental to the ownership, maintenance or use of such airport; or
- (3) Goods or products manufactured at or distributed from such airport.

This exclusion does not apply to sanitation services.

t. Hospitals, Clinics or Nursing Homes

"Bodily injury" or "property damage" arising out of your ownership, maintenance, use or operation of any hospital, clinic or nursing home.

This exclusion does not apply to activities and operations usual or common to municipal Boards of Health.

u. Joint Ventures

"Bodily injury" or "property damage" arising out of joint venture(s).

This exclusion does not apply to mutual aid agreements and other joint intergovernmental entity ventures and projects operated for the benefit of the public in more than one municipality and other similar projects usual and common to intergovernmental operations.

v. Law Enforcement Operations

"Bodily injury" or "property damage" arising out of:

- (1) Your ownership, maintenance, use or operation of any prison or correctional facility; or
- (2) Any act or omission of the police department or any other of your law enforcement agencies.

This exclusion does not apply to "bodily injury" or "property damage," which are not ordinarily incidental to law enforcement activities, arising out of the ownership, maintenance, use or operation of your "premises" (including municipal lockup or detention facilities).

w. Architect, Engineer or Surveyor Professional Services

"Bodily injury" or "property damage" arising out of any insured architect, engineer or surveyor rendering or failing to render the following professional services:

- (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports,

surveys, change orders, designs or specifications;

- (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Supervisory, inspection or engineering services.

As used in this exclusion, professional services shall not include administrative or other services that can be performed by nonprofessionals or services that are otherwise not necessary to the discharge of such architect's, engineer's, or surveyor's professional duties.

x. Nuclear Energy Liability

- (1) "Bodily injury" or "property damage":

- (a) With respect to which an insured under this contract is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

- (b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this contract not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- (2) "Bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if

- (a) the "nuclear material" (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;

- (b) the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or

- (c) the "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or

equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to "property damage" to such "nuclear facility" and any property thereat.

(3) As used in this exclusion:

- (a) "Hazardous properties" includes radioactive, toxic or explosive properties.
- (b) "Nuclear material" means "source material", "special nuclear material" or "by-product material".
- (c) "Source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- (d) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
- (e) "Waste" means any waste material (i) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (ii) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".
- (f) "Nuclear facility" means:
 - (i) Any "nuclear reactor";
 - (ii) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
 - (iii) Any equipment or device used for the processing, fabricating or alloying of "special nuclear" material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (iv) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

- (g) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

- (h) "Property damage" includes all forms of radioactive contamination of property.

Exclusions c. through w. do not apply to damage by fire to "premises" while rented or loaned to you or temporarily occupied by you with permission of the owner.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage applies. We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend any "suit" seeking damages for "personal injury" or "advertising injury" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS-COVERAGES A, B AND D.

- b. This coverage applies to:

- (1) "Personal injury" caused by an "occurrence" or offense arising out of the conduct of your operations excluding advertising done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising conducted by or for you in connection with your operations;

but only if the "occurrence" takes place or offense is committed in the "coverage territory" during the contract period shown in the Declarations.

2. Exclusions

This coverage does not apply to:

a. "Personal injury" or "advertising injury":

- (1) Arising out of oral, broadcast, telecast or written publication (including electronic means of communication) of material, if done by or at the direction of the insured with knowledge of its falsity.
- (2) Arising out of oral, broadcast, telecast or written publication (including electronic means of communication) of material whose first publication took place before the beginning of the contract period.
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured.
- (4) Arising out of the actual or alleged violation of any federal, state or local civil rights statute, ordinance, regulation or other law.
- (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
- (6) Arising out of breach of contract, except misappropriation of another's advertising idea under an implied contract.
- (7) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, telecasting or publishing;
 - (b) Designing or determining content of web-sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 15.a. (1),(2),(3),(4), and (5) of "personal injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, telecasting or publishing.

- (8) Arising out of an electronic chatroom or bulletin board (other than an informational website) the insured hosts, owns, or over which the insured exercises control.

(9) Arising out of:

- (a) Your ownership, maintenance, use or operation of any prison or correctional facility; or
- (b) Any act or omission of the police department or any other of your law enforcement agencies.

This exclusion does not apply to "personal injury" or "advertising injury," which are not ordinarily incidental to law enforcement activities, arising out of the ownership, maintenance, use or operation of your "premises" (including municipal lockup or detention facilities).

(10) Arising out of any insured architect, engineer or surveyor rendering or failing to render the following professional services:

- (a) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (c) Supervisory, inspection or engineering services.

As used in this exclusion, professional services shall not include administrative or other services that can be performed by non-professionals or services that are otherwise not necessary to the discharge of such architect's, engineer's, or surveyor's professional duties.

- b. (1) "Personal injury", or "advertising injury" or any other injury, damage or loss of any nature or kind arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
 - (a) At or from public ways or roads or "premises", site or location which is or was at any time owned or occupied by or rented or loaned to you or any other insured;
 - (b) At or from any "premises", site or location which is or was at any time used by or for you or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for you, any other insured or any person or organization for whom you may be legally responsible; or

(d) At or from any "premises", site or location on which you, any other insured or any contractors or sub-contractors working directly or indirectly on your or any other insured's behalf are performing operations:

- (i) if the pollutants are brought on or to the "premises", site or location in connection with such operations; or
- (ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the pollutants.

(2) Any loss, cost or expense arising out of any governmental direction or request that you or any other insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Subparagraphs (1)(a) and (1)(d)(i) of this exclusion do not apply to "personal injury" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the "premises", site or location with the intent to be discharged, dispersed or released as part of the operations being performed by you, any other insured, contractor or sub-contractor.

Subparagraph (1)(a) of this exclusion does not apply to "personal injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building.

Subparagraphs (1)(a) and (1)(d)(i) of this exclusion do not apply to "personal injury" arising out of heat, smoke or fumes from a hostile fire. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

As used in this exclusion "premises" does not include water collected, stored or treated for ultimate consumption.

With respect to water, any coverage arising out of the pollution thereof shall be considered products coverage and subject to your Products-Completed Operations Aggregate Limit in this contract.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, without limitation, smoke, vapor, soot, fumes, acids,

alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. As used in this exclusion, waste shall not include residential or domestic sewage from a sewerage treatment or collection system owned or operated by you.

c. "Personal injury" arising out of, or related in any way to, the existence of, the use of, sale of, installation of, removal of, distribution of, or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

d. "Personal injury" or "advertising injury" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion, or revolution.

e. "Personal injury", as defined in paragraph b. of the definition of "personal injury" in DEFINITIONS (SECTION V):

(1) Unless it results from or arises out of "bodily injury" or "property damage" covered under Coverage A; or

(2) Resulting from any actual or alleged:

(a) Act, error or omission, neglect or breach of duty; or

(b) Misstatement, misleading statement;

committed by an insured in the exercise or performance of functions or duties for you or any of your related entities that would be covered under your Public Officials or School Board Liability insurance contracts or policies.

f. "Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ or promote, or grant tenure to, that person;

(b) Dismissal, discharge or termination of that person's employment; or

(c) Other employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, employment related libel, slander, defamation, humiliation, invasion of privacy, harassment, discrimination or retaliation directed at that person or violation of that person's civil rights; or

(2) The spouse, child, parent, brother or sister or estate of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in paragraphs (1)(a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
 - (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.
- g. "Advertising injury" arising out of:
- (1) The failure of goods, products or services to conform with advertised quality or performance; or
 - (2) The wrong description of the price of goods, products or services.

COVERAGE C. MEDICAL PAYMENTS

1. Coverage Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On "premises" you own or rent;
 - (2) On sidewalks adjacent to or abutting "premises" you own or rent;
 - (3) On ways or roads you own or rent; or
 - (4) Because of your operations;
- provided that:
- (a) The accident takes place in the "coverage territory" and during the contract period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable Limit of Insurance as described in LIMITS OF INSURANCE (SECTION III). We will pay reasonable expenses for:
- (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.
- c. This coverage is excess over any other insurance, whether primary, excess, contingent or written on any other basis.

2. Exclusions

We will not pay medical expenses under this coverage for "bodily injury":

- a. To any insured.

- b. To a person hired to do work for you or any of your tenants or on your or their behalf.
- c. To a person injured on that part of "premises" you own or rent that the person normally occupies.
- d. To a person, whether or not an employee of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- e. To students injured while participating in school activities.
- f. To a person injured while taking part in athletics.
- g. Included within the "products-completed operations hazard."
- h. To expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization. The words and phrases that appear in quotation marks in this exclusion have special meaning. Refer to the definitions in the Nuclear Energy Liability Exclusion of Coverage A (Section I).
- i. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.
- j. Excluded under Coverage A.

COVERAGE D. EMPLOYEE BENEFIT LIABILITY.

1. Coverage Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of financial loss sustained by an employee, former employee, prospective employee or the dependents, beneficiaries or legal representatives thereof and caused by any negligent act, error or omission of the insured, or any other person for whose acts you are legally liable in the "administration" of your "employee benefit programs". We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend any "suit" seeking damages to which this coverage does not apply. We may, at our discretion, investigate any negligent act, error or omission and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A, B or D or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B and D.

- b. This coverage applies to loss only if caused by a negligent act, error or omission committed in the "coverage territory" during the contract period shown in the Declarations.

2. Exclusions

This coverage does not apply to:

- a. Loss arising out of any dishonest, fraudulent, criminal or malicious act or omission committed by any insured;
- b. Loss arising out of unfair or unlawful discrimination;
- c. Loss that would otherwise be insured herein because of "bodily injury," "property damage," "personal injury" or "advertising injury";
- d. Humiliation, emotional distress, mental anguish, or mental injury;
- e. Loss arising out of failure of performance of contract by any insurer or fiduciary other than an insured;
- f. Loss arising out of the insured's failure to comply with any law concerning workers compensation, unemployment insurance, social security, disability benefits or any similar law;
- g. Loss for which the insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended; or
- h. Any claim based upon (a) failure of any investment to perform as represented by an insured, (b) advice given by an insured to an employee to participate or not to participate in any investment program or plan, whether or not sponsored by you, or (c) the investment or non-investment of funds.
- i. Loss sustained by:
 - (1) A person arising out of any:
 - (a) Refusal to employ or promote or grant tenure to, that person;
 - (b) Dismissal, discharge or termination of that person's employment, except as or-dinarly incidental to the "administration" of your "employee benefit programs"; or
 - (c) Other employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, employment related libel, slander, defamation, humiliation, invasion of privacy, harassment, discrimination or retaliation directed at that

person or violation of that person's civil rights; or

- (2) The spouse, child, parent, brother or sister or estate of that person as a consequence of employment-related practices described in paragraphs (1)(a), (b), or (c) above directed at that person.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

SUPPLEMENTARY PAYMENTS - COVERAGES A, B AND D

We will pay, with respect to any claim we investigate or settle, or any "suit" we defend:

- 1. All expenses we incur.
- 2. Up to \$2000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Coverage A applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within our applicable Limit of Insurance. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$250 a day because of time off from work.
- 5. All costs taxed against the insured in the "suit."
- 6. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- 7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

These payments will not reduce the Limits of Insurance.

SECTION II - WHO IS AN INSURED

- 1. You, and any other organization or entity qualifying as a Named Insured, are an insured.
- 2. Each of the following is also an insured:
 - a. Your "executive officer(s)," while acting within the scope of their duties as such.
 - b. Your other elective or appointive officers or commissioners, or members of any of your boards or committees or agencies, while acting within the scope of their duties as such.

- c. Any of your other "employees," but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" are insureds for:

(1) "Bodily injury", "personal injury" or "advertising injury":

(a) to any other insured, or any of your other "employees", including your volunteer workers, while in the course of his or her employment by you or while performing duties related to the conduct of your business;

(b) to the spouse, child, parent, brother, sister or estate of such insured, or "employee", as a consequence of the injury described in paragraph (1)(a) above; or

(c) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1) (a) or (b) above.

(2) "Property damage" to property owned, occupied or used by, rented or loaned to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(a) You; or

(b) Any of your "employees", including your volunteer workers, while in the course of their employment by you or while performing duties related to the conduct of your business.

This exclusion does not apply to "property damage" to property loaned or rented to you by another governmental entity.

- d. Any person, other than your "employee," or any organization while acting as your real estate manager.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission.

Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" or "personal injury" to a co-employee of the person driving the equipment if in

jury occurs to the co-employee while in the course of his or her employment; or

- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. No health care professional is an insured with respect to "bodily injury" or "personal injury" arising out of his or her rendering or failing to render the following services:

a. Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

b. The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

As used in this paragraph, health care professional shall not include an emergency medical technician, paramedic or a police officer or firefighter who while acting or training within the scope of his or her employment or duties assigned by you or while performing duties related to the conduct of your business and in good faith renders emergency first aid or transportation to an injured person, including another insured, or to a person incapacitated by illness, nor shall health care professional include an ambulance operator or attendant who acts or omits to act based upon advice, consultation or orders by remote communication, if said acts or omissions were made in good faith.

SECTION III - LIMITS OF INSURANCE

1. Limits of Insurance

- a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought;

(3) Persons or organizations making claims or bringing "suits";

(4) Acts, errors or omissions which result in loss; or

(5) Plans included in your "employee benefit programs".

- b. The General Aggregate Limit is the most we will pay for the sum of:

(1) Medical expenses under Coverage C; and

(2) Damages under Coverage A and Coverage B, except damages because of injury and damage included in the "products-completed operations hazard," and

(3) Damages under Coverage D.

This limit applies separately to each of the "locations" you own, rent or occupy.

- c. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A and Coverage B for damages because of injury and damage included in the "products-completed operations hazard."
- d. Subject to b. or c. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - (1) Damages under Coverage A; and
 - (2) Medical expenses under Coverage C
 because of all "bodily injury" and "property damage" arising out of any one "occurrence."
- e. Subject to b. or c. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.
- f. Subject to b. above, the Employee Benefit Liability Limit is the most we will pay under Coverage D for the sum of all damages because of financial loss sustained by any one employee and such employee's dependents, beneficiaries and legal representatives.
- g. Subject to d. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Medical Payments Limit or the amount required under Massachusetts General Law Ch. 84, Section 15, whichever is less.

2. Period of Coverage

The Limits of Insurance of this contract apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Contract Period shown in the Declarations, unless the Contract Period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

When the initial Contract Period is less than 12 months, the Limits of Insurance apply separately to that period, unless that contract is renewed, in which case that period will be deemed part of the next succeeding period.

SECTION IV - GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Form.

2. Contributions

- a. We will compute all contributions for this Coverage in accordance with our applicable rules,

rates, rating plans, contributions and minimum contributions.

- b. If this contract is issued for more than one year, the contribution for this coverage will be computed annually based on our rates or contributions in effect at the beginning of each year of the contract.
- c. A contribution paid as an advance contribution is a deposit contribution only. At the close of each audit period we will compute the earned contribution for that period. Audit contributions are due and payable on notice to you. If the sum of the advance and audit contributions paid for the contract period is greater than the earned contribution, we will return the excess to you.
- d. You must keep records of the information we need for contribution computation, and send us copies at such times as we may request.
- e. You are responsible for the payment of all contributions and will be the payee for any return contributions we pay.

3. Duties In The Event of Occurrence, Offense or Incident, Act, Error or Omission, Claim or Suit

- a. You, your "executive officer(s)" or "employee" authorized by you to give or receive notice of claims must see to it that we are notified, in writing, as soon as practicable after you, your "executive officer(s)", "employee" authorized by you to give or receive notice of claims or any other involved insured becomes aware of any "occurrence," offense or incident, or act, error or omission which may result in a claim involving this contract. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence," offense or incident, or act, error or omission took place;
 - (2) The names and addresses of any potential insureds or injured persons and any other involved persons and witnesses; and
 - (3) The nature and location of any injury or damage arising or likely to rise out of the "occurrence," offense or incident, or act, error or omission.
- b. If a claim is made or "suit" is brought against any insured, that insured, you, your "executive officer(s)" or "employee" authorized by you to give or receive notice of claims must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received;
 - (2) Notify us promptly; and
 - (3) See to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You, your "executive officer(s)" or "employee" authorized by you to give or receive notice of claims and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this coverage may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this contract:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this contract unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this contract or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A, B or D of this Coverage Form, our obligations are limited as follows:

a. Primary insurance

This coverage is primary except when b. below applies. If this coverage is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess insurance

This coverage is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented or loaned to you; or temporarily occupied by you with permission of the owner; or
 - (c) If the loss arises out of the ownership, maintenance, or use or entrustment to others of aircraft, "autos" or watercraft to the extent not subject to Exclusion i. of Coverage A (SECTION I).
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional named insured or as additional insured by endorsement to the insurance policy of an independent contractor or subcontractor or others.

When this coverage is excess, we will have no duty under Coverage A, B or D to defend any "suit" if any other insurer has a duty to defend that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this coverage; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this contract.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Representations

By accepting this contract, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this contract in reliance upon your representations.

However, your failure to disclose to us all hazards existing as of the inception date of this contract shall not prejudice this contract with respect to the coverages afforded by this contract, provided such failure or omission is not intentional on your part.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Form to you, this coverage applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this contract, those rights are transferred to us. The insured must do nothing after any "occurrence", offense or incident, or act, error or omission to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

SECTION V - DEFINITIONS

1. "Administration" means:

- a. Giving counsel to "employees" with respect to the "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. The handling of records in connection with the "employee benefit programs"; and
- d. Effecting enrollment, termination or cancellation of "employees" under the "employee benefit programs,"

provided all such acts are authorized by you.

2. "Advertising injury" means injury arising out of one or more of the following offenses in an advertisement that is broadcast, telecast or published:

- a. Oral, broadcast, telecast or written publication (including electronic means of communication) of material that slanders, libels or defames a

person or organization or disparages a person's or organization's goods, products or services;

- b. Oral, broadcast, telecast or written publication (including electronic means of communication) of material that violates or invades a person's right of privacy;
 - c. Misappropriation of advertising ideas or style of doing business; or
 - d. Infringement of copyright, title or slogan.
3. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."
4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
5. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada, including their territorial waters and airspace;
 - b. International waters or airspace; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal injury" or "advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
6. "Employee" means any compensated or non-compensated employee, including volunteer workers and student teachers teaching as part of their educational requirements, so long as such a person is considered a "public employee" as defined by Massachusetts General Laws ch. 258. "Employee" includes a "temporary worker", but does not include a "leased worker". The term volunteer worker includes volunteer or call firefighter or police officer.
7. "Employee benefit program" means group life insurance, group accident or health insurance, group casualty insurance, retirement or pension plans, employee travel or vacation plans, employee savings plans, employee deferred compensation plans, workers compensation insurance, unemployment compensation, social security and disability benefits insurance, or similar plans or insurance.
8. "Executive officer" means "executive officer of a public employer" as defined by Massachusetts General

Laws ch. 258, except that with respect to a school department or a school district the School Superintendent is deemed to be the "executive officer" for the purposes of this Coverage Form .

9. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

10. "Insured contract" means any of the following, whether oral or written:

- a. A lease of premises;
- b. A sidetrack agreement;
- c. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
- d. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- e. An indemnification of a municipality as required by ordinance;
- f. An elevator maintenance agreement; or
- g. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- b. That indemnifies any person or organization for damage by fire to premises rented or loaned to you or temporarily occupied by you with permission of the owner.

11. "Leased worker" means a person leased to you by a labor leasing firm, under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

12. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

13. "Location" means "premises" involving the same or contiguous lots, or "premises" which are separated only by a public way or road, waterway or railroad right-of-way.

14. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to "premises" you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment

are not "mobile equipment" but will be considered "autos"

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing;
 - (c) Street cleaning; or
 - (d) Firefighting;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

Any land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus that is attached) owned or leased by you shall be deemed an "auto" and not "mobile equipment" if the only reason for considering it "mobile equipment" is that it is maintained for use exclusively on streets or highways owned by you.

15. "Occurrence" means an accident, event or offense, including continuous or repeated exposure to substantially the same general harmful conditions. All "bodily injury", "property damage", "personal injury" and "advertising injury" arising out of continuous or repeated exposure to substantially the same general harmful conditions shall be considered as arising out of one "occurrence."
16. "Personal injury" means:
 - a. Injury, other than "bodily injury," arising out of one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) Erroneous service of process;
 - (4) The wrongful eviction from, or wrongful entry into, a room, dwelling or premises that a person occupies;
 - (5) Invasion of right of privacy;
 - (6) Oral, broadcast, telecast or written publication (including electronic means of communication) of material other than advertising that slanders, libels or defames a person or organization or disparages a person's or organization's goods, products or services; or
 - (7) Oral, broadcast, telecast or written publication (including electronic means of communication) of material other than advertising that violates or invades a person's right of privacy;
 - b. Injury, unrelated to injury defined in a. above, to the feelings or reputation of a natural person, including, without limitation, shock, fright, hu-

miliation, emotional distress, mental anguish, and mental injury; or

- c. Injury caused by assault and battery not committed by or at the direction of the insured unless committed for the purpose of preventing or eliminating danger to persons or property;

The term "personal injury" shall not include injury that would otherwise be covered herein under the definitions of "bodily injury" or "property damage".

17. "Premises" means a tract of land together with any buildings, ways and roads thereon, but does not include public ways or roads not on such tract of land even if owned by you.

18. "Products-completed operations hazard":

- a. Includes all "bodily injury", "personal injury" and "property damage" arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury", "personal injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification in this contract or in our manual of rules includes products or completed operations.

19. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such

loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- a. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" or offense that caused it.

20. "*Suit*" means a civil proceeding in which damages because of "bodily injury," "property damage," "personal injury," "advertising injury" or employee benefit financial loss to which this coverage applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

21. "*Temporary worker*" means a person who is a substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "*Your product*" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and

- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" includes water sold, handled, treated, distributed or disposed of by you.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

23. "*Your work*" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

MUNICIPALITY EXCLUSION ENDORSEMENT

In consideration of the contribution charged, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

It is understood and agreed that unless an "X" is shown in the box below, coverage under Form MGP 001 of this contract shall not apply to "Bodily Injury," "Property Damage," "Personal Injury," "Advertising Injury" or "Medical Payments" arising from your ownership, maintenance, use or operation of:

- ☐ 1. Amusement Parks.
- ☐ 2. Dams including, but not limited to, any barrier constructed to hold back water. (See MGP 052)
- ☐ 3. Exhibition or Convention Buildings including Arenas and Auditoria (other than School).
- ☐ 4. Golf Courses.
- ☐ 5. Housing Projects.
- ☐ 6. Property (other than vacant land) acquired through foreclosure and not used for municipal operations.
- ☐ 7. Skate Board Facilities.
- ☐ 8. Ski Facilities with Lifts.
- ☐ 9. Stadia, Bleachers, or Grandstands with a total seating capacity in excess of 5,000.
- ☐ 10. Trampolines or Other Rebound Tumbling Devices
- ☐ 11. Transportation Systems, Facilities, and Services including Airports, Bus Systems or other Mass Transit Facilities such as Subways and Aircraft.
- ☐ 12. Utilities -
 - ☐ a. Water
 - ☐ b. Electric
 - ☐ c. Gas
 - ☐ d. Steam
- ☐ 13. Water Facilities -
 - ☐ a. Wharves, Piers, Docks, Floats, but not Marina Operations.
 - ☐ b. Marina Operations.
- ☐ 14. Zoos.
- ☐ 15.
- ☐ 16.

If an "X" is shown in the box above, coverage is provided subject to the following Special Conditions, if any:

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

DEDUCTIBLE LIABILITY COVERAGE – DESIGNATED HAZARDS

In consideration of the contribution charged, it is understood and agreed that the following changes in coverage are attached to and made part of Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SCHEDULE

Coverage	Amount and Basis of Deductible PER CLAIM
Bodily Injury Liability and/or Property Damage Liability Combined	\$2,500

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT. This endorsement applies to claims for damages arising out of the backup of sewage from a sewerage treatment or collection system or of water from a water distribution system, owned or operated by you.

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on behalf of the insured applies only to the amount of damages in excess of any deductible amount stated in the Schedule above as applicable to such coverages.
- B. The deductible amount stated in the Schedule above:
1. Applies to all damages sustained by any one person because of "bodily injury" and "property damage" combined as the result of any one "occurrence".
 2. Includes loss payments, and adjustment, investigative and legal fees and costs, whether or not loss payments are made.
- If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.
- With respect to "property damage", person includes all titleholders of the same property or an organization owning the property.
- C. The terms of this coverage, including those with respect to:
1. Our right and duty to defend against any "suits" seeking those damages; and
 2. Your duties in the event of an "occurrence", claim, or "suit";
- apply irrespective of the application of the deductible amount.
- D. We may pay any part or all of the deductible amount to investigate or settle any claim or defend any "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-LESSORS OR OWNERS OF PREMISES OR PROPERTY

For valuable consideration, this endorsement is added to your Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SECTION I - COVERAGE

It is understood and agreed that coverage is extended to the additional insured described below on account of liability incurred with respect to the premises or property use or operations described below, subject to the Limit of Liability stated below and the terms of this endorsement:

Additional Insured (Lessor or Owner of Premises or Property): MBTA

Address: 50 High Street
Boston, MA 02210

Designation or Description of Premises or Property under agreement (Describe Part of Premises or Property under Agreement and Use or Operations Permitted by Agreement):

as respects the Railroad Street Parking Lot leased to the Town for municipal parking.

Limit of Liability: \$1,000,000
\$3,000,000

Per Occurrence
Annual Aggregate

SECTION II - WHO IS AN INSURED

A. WHO IS AN INSURED

WHO IS AN INSURED (SECTION II) is amended to include as an insured the lessor or owner named in this endorsement, hereinafter referred to as the "owner". However, the "owner" is an insured only for Bodily Injury and Property Damage Liability (Coverage A. of SECTION I). Furthermore, the "owner" is an insured only with respect to "bodily injury" or "property damage" arising out of your maintenance, operation or use of the above described premises or property in accordance with the agreement designated on page 1 of this endorsement, and subject to the following additional exclusions:

1. This coverage does not apply to any "occurrence" which takes place before said premises or property agreement is in effect or after said agreement terminates.
2. This coverage does not apply to "bodily injury" or "property damage" arising out of any construction, demolition, repair or maintenance operations performed by or on behalf of the "owner", or out of any other acts, omissions, or warranties of the "owner" or any employees of the "owner".
3. No coverage will be afforded to the "owner" under the following Coverages:

- a. SECTION I, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY;
- b. SECTION I, COVERAGE C, MEDICAL PAYMENTS;
- c. SECTION I, COVERAGE D, EMPLOYEE BENEFIT LIABILITY.

B. DUTY TO DEFEND

The Insuring Agreement under Coverage A of SECTION I is amended as follows:

We have no duty to defend the "owner" against a claim or "suit" alleging any act or omission falling within the exclusions of said MGP 001 or the exclusions 1., 2., or 3. of this endorsement, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "owner" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "owner" against the non-covered claim(s).

SECTION III - LIMITS OF INSURANCE

The **LIMITS OF INSURANCE** (SECTION III) are amended as follows:

The coverage afforded to the "owner" under this endorsement is subject to a special limit of liability per "occurrence" and annual aggregate stated on page 1 of this endorsement. It is further understood and

agreed that the coverage afforded to the "owner" shall be otherwise subject to the terms and provisions of SECTION III, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and SECTION III.

SECTION IV - GENERAL LIABILITY CONDITIONS

A. CANCELLATION

The **CANCELLATION** Condition is amended to include the following:

Should this contract or this endorsement be cancelled before the expiration date thereof, we will endeavor to mail to the "owner", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "owner" as an additional insured under this contract shall immediately terminate when:

1. We cancel this endorsement;

2. We cancel this contract; or

3. The premises or property agreement designated in this endorsement terminates;

whichever occurs first.

It is further understood and agreed that the status of the "owner" as an additional insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in General Liability Coverage Form MGP 001, and those of any other amendatory endorsement to this contract, are applicable to the coverage afforded to the "owner" under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-LESSORS OR OWNERS OF PREMISES OR PROPERTY

For valuable consideration, this endorsement is added to your Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SECTION I - COVERAGE

It is understood and agreed that coverage is extended to the additional insured described below on account of liability incurred with respect to the premises or property use or operations described below, subject to the Limit of Liability stated below and the terms of this endorsement:

Additional Insured (Lessor or Owner of Premises or Property): Board of Directors

Address: Audubon Hill Community Corporation
100 Audubon Drive
Acton, MA 01720

Designation or Description of Premises or Property under agreement (Describe Part of Premises or Property under Agreement and Use or Operations Permitted by Agreement):

as respects the Senior Center located at 50 Audubon Drive, Acton, MA leased to the Town of Acton.

Limit of Liability: \$1,000,000
\$3,000,000

Per Occurrence
Annual Aggregate

SECTION II - WHO IS AN INSURED

A. WHO IS AN INSURED

WHO IS AN INSURED (SECTION II) is amended to include as an insured the lessor or owner named in this endorsement, hereinafter referred to as the "owner". However, the "owner" is an insured only for Bodily Injury and Property Damage Liability (Coverage A. of SECTION I). Furthermore, the "owner" is an insured only with respect to "bodily injury" or "property damage" arising out of your maintenance, operation or use of the above described premises or property in accordance with the agreement designated on page 1 of this endorsement, and subject to the following additional exclusions:

1. This coverage does not apply to any "occurrence" which takes place before said premises or property agreement is in effect or after said agreement terminates.
2. This coverage does not apply to "bodily injury" or "property damage" arising out of any construction, demolition, repair or maintenance operations performed by or on behalf of the "owner", or out of any other acts, omissions, or warranties of the "owner" or any employees of the "owner".
3. No coverage will be afforded to the "owner" under the following Coverages:

- a. SECTION I, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY;
- b. SECTION I, COVERAGE C, MEDICAL PAYMENTS;
- c. SECTION I, COVERAGE D, EMPLOYEE BENEFIT LIABILITY.

B. DUTY TO DEFEND

The Insuring Agreement under Coverage A of SECTION I is amended as follows:

We have no duty to defend the "owner" against a claim or "suit" alleging any act or omission falling within the exclusions of said MGP 001 or the exclusions 1., 2., or 3. of this endorsement, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "owner" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "owner" against the non-covered claim(s).

SECTION III - LIMITS OF INSURANCE

The **LIMITS OF INSURANCE** (SECTION III) are amended as follows:

The coverage afforded to the "owner" under this endorsement is subject to a special limit of liability per "occurrence" and annual aggregate stated on page 1 of this endorsement. It is further understood and

agreed that the coverage afforded to the "owner" shall be otherwise subject to the terms and provisions of SECTION III, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and SECTION III.

SECTION IV - GENERAL LIABILITY CONDITIONS

A. CANCELLATION

The **CANCELLATION** Condition is amended to include the following:

Should this contract or this endorsement be cancelled before the expiration date thereof, we will endeavor to mail to the "owner", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "owner" as an additional insured under this contract shall immediately terminate when:

1. We cancel this endorsement;

2. We cancel this contract; or
3. The premises or property agreement designated in this endorsement terminates;

whichever occurs first.

It is further understood and agreed that the status of the "owner" as an additional insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in General Liability Coverage Form MGP 001, and those of any other amendatory endorsement to this contract, are applicable to the coverage afforded to the "owner" under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-LESSORS OR OWNERS OF PREMISES OR PROPERTY

For valuable consideration, this endorsement is added to your Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SECTION I - COVERAGE

It is understood and agreed that coverage is extended to the additional insured described below on account of liability incurred with respect to the premises or property use or operations described below, subject to the Limit of Liability stated below and the terms of this endorsement:

Additional Insured (Lessor or Owner of Premises or Property): MBTA

Address: 10 Park Plaza, Room 5750
Boston, MA 02116
Attn: Michael J. Brennan

Designation or Description of Premises or Property under agreement (Describe Part of Premises or Property under Agreement and Use or Operations Permitted by Agreement):

as respects the installation, maintenance, repair and/or replacement by the Town of Acton, of one 8" Ductile Iron Carrier Sewer Pipe within 18" Steel Casing at the Fitchburg Main Line right of way in the vicinity of Railroad and Maple Street, Acton, MA.

Limit of Liability: \$1,000,000
\$3,000,000

Per Occurrence
Annual Aggregate

SECTION II - WHO IS AN INSURED

A. WHO IS AN INSURED

WHO IS AN INSURED (SECTION II) is amended to include as an insured the lessor or owner named in this endorsement, hereinafter referred to as the "owner". However, the "owner" is an insured only for Bodily Injury and Property Damage Liability (Coverage A. of SECTION I). Furthermore, the "owner" is an insured only with respect to "bodily injury" or "property damage" arising out of your maintenance, operation or use of the above described premises or property in accordance with the agreement designated on page 1 of this endorsement, and subject to the following additional exclusions:

1. This coverage does not apply to any "occurrence" which takes place before said premises or property agreement is in effect or after said agreement terminates.
2. This coverage does not apply to "bodily injury" or "property damage" arising out of any construction, demolition, repair or maintenance operations performed by or on behalf of the "owner", or out of any other acts, omissions, or warranties of the "owner" or any employees of the "owner".
3. No coverage will be afforded to the "owner" under the following Coverages:

- a. SECTION I, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY;
- b. SECTION I, COVERAGE C, MEDICAL PAYMENTS;
- c. SECTION I, COVERAGE D, EMPLOYEE BENEFIT LIABILITY.

B. DUTY TO DEFEND

The Insuring Agreement under Coverage A of SECTION I is amended as follows:

We have no duty to defend the "owner" against a claim or "suit" alleging any act or omission falling within the exclusions of said MGP 001 or the exclusions 1., 2., or 3. of this endorsement, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "owner" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "owner" against the non-covered claim(s).

SECTION III - LIMITS OF INSURANCE

The **LIMITS OF INSURANCE** (SECTION III) are amended as follows:

The coverage afforded to the "owner" under this endorsement is subject to a special limit of liability per "occurrence" and annual aggregate stated on page 1 of this endorsement. It is further understood and

agreed that the coverage afforded to the "owner" shall be otherwise subject to the terms and provisions of SECTION III, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and SECTION III.

SECTION IV - GENERAL LIABILITY CONDITIONS

A. CANCELLATION

The **CANCELLATION** Condition is amended to include the following:

Should this contract or this endorsement be cancelled before the expiration date thereof, we will endeavor to mail to the "owner", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "owner" as an additional insured under this contract shall immediately terminate when:

1. We cancel this endorsement;

2. We cancel this contract; or

3. The premises or property agreement designated in this endorsement terminates;

whichever occurs first.

It is further understood and agreed that the status of the "owner" as an additional insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in General Liability Coverage Form MGP 001, and those of any other amendatory endorsement to this contract, are applicable to the coverage afforded to the "owner" under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-LESSORS OR OWNERS OF PREMISES OR PROPERTY

For valuable consideration, this endorsement is added to your Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SECTION I - COVERAGE

It is understood and agreed that coverage is extended to the additional insured described below on account of liability incurred with respect to the premises or property use or operations described below, subject to the Limit of Liability stated below and the terms of this endorsement:

Additional Insured (Lessor or Owner of Premises or Property): National Railroad Passenger Corp.
Amtrak
Address: 32 Cobble Hill Road
Somerville, MA 02143
Attn: Robert Simon

Designation or Description of Premises or Property under agreement (Describe Part of Premises or Property under Agreement and Use or Operations Permitted by Agreement):

as respects the installation, maintenance, repair and/or replacement by the Town of Acton, of one 8" Ductile Iron Carrier Sewer Pipe within 18" Steel Casing at the Fitchburg Main Line right of way in the vicinity of Railroad and Maple Street, Acton, MA.

Limit of Liability: \$1,000,000
\$3,000,000

Per Occurrence
Annual Aggregate

SECTION II - WHO IS AN INSURED

A. WHO IS AN INSURED

WHO IS AN INSURED (SECTION II) is amended to include as an insured the lessor or owner named in this endorsement, hereinafter referred to as the "owner". However, the "owner" is an insured only for Bodily Injury and Property Damage Liability (Coverage A. of SECTION I). Furthermore, the "owner" is an insured only with respect to "bodily injury" or "property damage" arising out of your maintenance, operation or use of the above described premises or property in accordance with the agreement designated on page 1 of this endorsement, and subject to the following additional exclusions:

1. This coverage does not apply to any "occurrence" which takes place before said premises or property agreement is in effect or after said agreement terminates.
2. This coverage does not apply to "bodily injury" or "property damage" arising out of any construction, demolition, repair or maintenance operations performed by or on behalf of the "owner", or out of any other acts, omissions, or warranties of the "owner" or any employees of the "owner".
3. No coverage will be afforded to the "owner" under the following Coverages:

- a. SECTION I, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY;
- b. SECTION I, COVERAGE C, MEDICAL PAYMENTS;
- c. SECTION I, COVERAGE D, EMPLOYEE BENEFIT LIABILITY.

B. DUTY TO DEFEND

The Insuring Agreement under Coverage A of SECTION I is amended as follows:

We have no duty to defend the "owner" against a claim or "suit" alleging any act or omission falling within the exclusions of said MGP 001 or the exclusions 1., 2., or 3. of this endorsement, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "owner" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "owner" against the non-covered claim(s).

SECTION III - LIMITS OF INSURANCE

The **LIMITS OF INSURANCE** (SECTION III) are amended as follows:

The coverage afforded to the "owner" under this endorsement is subject to a special limit of liability per "occurrence" and annual aggregate stated on page 1 of this endorsement. It is further understood and

agreed that the coverage afforded to the "owner" shall be otherwise subject to the terms and provisions of SECTION III, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and SECTION III.

SECTION IV - GENERAL LIABILITY CONDITIONS

A. CANCELLATION

The **CANCELLATION** Condition is amended to include the following:

Should this contract or this endorsement be cancelled before the expiration date thereof, we will endeavor to mail to the "owner", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "owner" as an additional insured under this contract shall immediately terminate when:

1. We cancel this endorsement;

2. We cancel this contract; or

3. The premises or property agreement designated in this endorsement terminates;

whichever occurs first.

It is further understood and agreed that the status of the "owner" as an additional insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in General Liability Coverage Form MGP 001, and those of any other amendatory endorsement to this contract, are applicable to the coverage afforded to the "owner" under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-LESSORS OR OWNERS OF PREMISES OR PROPERTY

For valuable consideration, this endorsement is added to your Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SECTION I - COVERAGE

It is understood and agreed that coverage is extended to the additional insured described below on account of liability incurred with respect to the premises or property use or operations described below, subject to the Limit of Liability stated below and the terms of this endorsement:

Additional Insured (Lessor or Owner of Premises or Property): Boston & Maine Corporation
Springfield Terminal Railway Company
Address: Iron Horse Park, High Street
North Billerica, MA 01862
Attn: George Thayer

Designation or Description of Premises or Property under agreement (Describe Part of Premises or Property under Agreement and Use or Operations Permitted by Agreement):

as respects the installation, maintenance, repair and/or replacement by the Town of Acton, of one 8" Ductile Iron Carrier Sewer Pipe within 18" Steel Casing at the Fitchburg Main Line right of way in the vicinity of Railroad and Maple Street, Acton, MA.

Limit of Liability: \$1,000,000
\$3,000,000

Per Occurrence
Annual Aggregate

SECTION II - WHO IS AN INSURED

A. WHO IS AN INSURED

WHO IS AN INSURED (SECTION II) is amended to include as an insured the lessor or owner named in this endorsement, hereinafter referred to as the "owner". However, the "owner" is an insured only for Bodily Injury and Property Damage Liability (Coverage A. of SECTION I). Furthermore, the "owner" is an insured only with respect to "bodily injury" or "property damage" arising out of your maintenance, operation or use of the above described premises or property in accordance with the agreement designated on page 1 of this endorsement, and subject to the following additional exclusions:

1. This coverage does not apply to any "occurrence" which takes place before said premises or property agreement is in effect or after said agreement terminates.
2. This coverage does not apply to "bodily injury" or "property damage" arising out of any construction, demolition, repair or maintenance operations performed by or on behalf of the "owner", or out of any other acts, omissions, or warranties of the "owner" or any employees of the "owner".
3. No coverage will be afforded to the "owner" under the following Coverages:

- a. SECTION I, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY;
- b. SECTION I, COVERAGE C, MEDICAL PAYMENTS;
- c. SECTION I, COVERAGE D, EMPLOYEE BENEFIT LIABILITY.

B. DUTY TO DEFEND

The Insuring Agreement under Coverage A of SECTION I is amended as follows:

We have no duty to defend the "owner" against a claim or "suit" alleging any act or omission falling within the exclusions of said MGP 001 or the exclusions 1., 2., or 3. of this endorsement, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "owner" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "owner" against the non-covered claim(s).

SECTION III - LIMITS OF INSURANCE

The **LIMITS OF INSURANCE** (SECTION III) are amended as follows:

The coverage afforded to the "owner" under this endorsement is subject to a special limit of liability per "occurrence" and annual aggregate stated on page 1 of this endorsement. It is further understood and

agreed that the coverage afforded to the "owner" shall be otherwise subject to the terms and provisions of SECTION III, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and SECTION III.

SECTION IV - GENERAL LIABILITY CONDITIONS

A. CANCELLATION

The **CANCELLATION** Condition is amended to include the following:

Should this contract or this endorsement be cancelled before the expiration date thereof, we will endeavor to mail to the "owner", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "owner" as an additional insured under this contract shall immediately terminate when:

1. We cancel this endorsement;

2. We cancel this contract; or

3. The premises or property agreement designated in this endorsement terminates;

whichever occurs first.

It is further understood and agreed that the status of the "owner" as an additional insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in General Liability Coverage Form MGP 001, and those of any other amendatory endorsement to this contract, are applicable to the coverage afforded to the "owner" under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-LESSORS OR OWNERS OF PREMISES OR PROPERTY

For valuable consideration, this endorsement is added to your Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SECTION I - COVERAGE

It is understood and agreed that coverage is extended to the additional insured described below on account of liability incurred with respect to the premises or property use or operations described below, subject to the Limit of Liability stated below and the terms of this endorsement:

Additional Insured (Lessor or Owner of Premises or Property): MBTA

Address: 800 Boylston Street
Boston, MA

Designation or Description of Premises or Property under agreement (Describe Part of Premises or Property under Agreement and Use or Operations Permitted by Agreement):

as respects to street lights attached to Boston Edison poles.

Limit of Liability: \$1,000,000
\$1,000,000

Per Occurrence
Annual Aggregate

SECTION II - WHO IS AN INSURED

A. WHO IS AN INSURED

WHO IS AN INSURED (SECTION II) is amended to include as an insured the lessor or owner named in this endorsement, hereinafter referred to as the "owner". However, the "owner" is an insured only for Bodily Injury and Property Damage Liability (Coverage A. of SECTION I). Furthermore, the "owner" is an insured only with respect to "bodily injury" or "property damage" arising out of your maintenance, operation or use of the above described premises or property in accordance with the agreement designated on page 1 of this endorsement, and subject to the following additional exclusions:

1. This coverage does not apply to any "occurrence" which takes place before said premises or property agreement is in effect or after said agreement terminates.
2. This coverage does not apply to "bodily injury" or "property damage" arising out of any construction, demolition, repair or maintenance operations performed by or on behalf of the "owner", or out of any other acts, omissions, or warranties of the "owner" or any employees of the "owner".
3. No coverage will be afforded to the "owner" under the following Coverages:

- a. SECTION I, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY;
- b. SECTION I, COVERAGE C, MEDICAL PAYMENTS;
- c. SECTION I, COVERAGE D, EMPLOYEE BENEFIT LIABILITY.

B. DUTY TO DEFEND

The Insuring Agreement under Coverage A of SECTION I is amended as follows:

We have no duty to defend the "owner" against a claim or "suit" alleging any act or omission falling within the exclusions of said MGP 001 or the exclusions 1., 2., or 3. of this endorsement, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "owner" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "owner" against the non-covered claim(s).

SECTION III - LIMITS OF INSURANCE

The **LIMITS OF INSURANCE** (SECTION III) are amended as follows:

The coverage afforded to the "owner" under this endorsement is subject to a special limit of liability per "occurrence" and annual aggregate stated on page 1 of this endorsement. It is further understood and

agreed that the coverage afforded to the "owner" shall be otherwise subject to the terms and provisions of SECTION III, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and SECTION III.

SECTION IV - GENERAL LIABILITY CONDITIONS

A. CANCELLATION

The **CANCELLATION** Condition is amended to include the following:

Should this contract or this endorsement be cancelled before the expiration date thereof, we will endeavor to mail to the "owner", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "owner" as an additional insured under this contract shall immediately terminate when:

1. We cancel this endorsement;

2. We cancel this contract; or

3. The premises or property agreement designated in this endorsement terminates;

whichever occurs first.

It is further understood and agreed that the status of the "owner" as an additional insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in General Liability Coverage Form MGP 001, and those of any other amendatory endorsement to this contract, are applicable to the coverage afforded to the "owner" under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-LESSORS OR OWNERS OF PREMISES OR PROPERTY

For valuable consideration, this endorsement is added to your Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SECTION I - COVERAGE

It is understood and agreed that coverage is extended to the additional insured described below on account of liability incurred with respect to the premises or property use or operations described below, subject to the Limit of Liability stated below and the terms of this endorsement:

Additional Insured (Lessor or Owner of Premises or Property): COMMONWEALTH OF MASSACHUSETTS

Address: Department of Correction
Boston, MA 02108

Designation or Description of Premises or Property under agreement (Describe Part of Premises or Property under Agreement and Use or Operations Permitted by Agreement):

As respects to Town's use of State owned farmland for use for non-motorized town recreation and park purposes.
Property boundary from Well Road to fire hydrant on School Street; east to Timberline; Acton, MA.

Limit of Liability: \$100,000

Per Occurrence

SECTION II - WHO IS AN INSURED

A. WHO IS AN INSURED

WHO IS AN INSURED (SECTION II) is amended to include as an insured the lessor or owner named in this endorsement, hereinafter referred to as the "owner". However, the "owner" is an insured only for Bodily Injury and Property Damage Liability (Coverage A. of SECTION I). Furthermore, the "owner" is an insured only with respect to "bodily injury" or "property damage" arising out of your maintenance, operation or use of the above described premises or property in accordance with the agreement designated on page 1 of this endorsement, and subject to the following additional exclusions:

1. This coverage does not apply to any "occurrence" which takes place before said premises or property agreement is in effect or after said agreement terminates.
2. This coverage does not apply to "bodily injury" or "property damage" arising out of any construction, demolition, repair or maintenance operations performed by or on behalf of the "owner", or out of any other acts, omissions, or warranties of the "owner" or any employees of the "owner".
3. No coverage will be afforded to the "owner" under the following Coverages:

SECTION III - LIMITS OF INSURANCE

The **LIMITS OF INSURANCE** (SECTION III) are amended as follows:

The coverage afforded to the "owner" under this endorsement is subject to a special limit of liability per "occurrence" and annual aggregate stated on page 1 of this endorsement. It is further understood and

- a. SECTION I, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY;
- b. SECTION I, COVERAGE C, MEDICAL PAYMENTS;
- c. SECTION I, COVERAGE D, EMPLOYEE BENEFIT LIABILITY.

B. DUTY TO DEFEND

The Insuring Agreement under Coverage A of SECTION I is amended as follows:

We have no duty to defend the "owner" against a claim or "suit" alleging any act or omission falling within the exclusions of said MGP 001 or the exclusions 1., 2., or 3. of this endorsement, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "owner" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "owner" against the non-covered claim(s).

agreed that the coverage afforded to the "owner" shall be otherwise subject to the terms and provisions of SECTION III, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and SECTION III.

SECTION IV - GENERAL LIABILITY CONDITIONS

A. CANCELLATION

The **CANCELLATION** Condition is amended to include the following:

Should this contract or this endorsement be cancelled before the expiration date thereof, we will endeavor to mail to the "owner", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "owner" as an additional insured under this contract shall immediately terminate when:

1. We cancel this endorsement;

2. We cancel this contract; or
 3. The premises or property agreement designated in this endorsement terminates;
- whichever occurs first.

It is further understood and agreed that the status of the "owner" as an additional insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in General Liability Coverage Form MGP 001, and those of any other amendatory endorsement to this contract, are applicable to the coverage afforded to the "owner" under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT-PLEASE READ IT CAREFULLY

ADDITIONAL INSURED-LESSORS OR OWNERS OF PREMISES OR PROPERTY

For valuable consideration, this endorsement is added to your Form MGP 001 of this contract, effective on the inception date of the contract unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SECTION I - COVERAGE

It is understood and agreed that coverage is extended to the additional insured described below on account of liability incurred with respect to the premises or property use or operations described below, subject to the Limit of Liability stated below and the terms of this endorsement:

Additional Insured (Lessor or Owner of Premises or Property): M.B.T.A., c/o Risk Manager

Address: Office of Treasurer/Controller
10 Park Plaza
Boston, MA 02116

Designation or Description of Premises or Property under agreement (Describe Part of Premises or Property under Agreement and Use or Operations Permitted by Agreement):

As respects to operations while installing bike lockers

Limit of Liability: \$100,000
\$300,000

Per Occurrence
Aggregate

SECTION II - WHO IS AN INSURED

A. WHO IS AN INSURED

WHO IS AN INSURED (SECTION II) is amended to include as an insured the lessor or owner named in this endorsement, hereinafter referred to as the "owner". However, the "owner" is an insured only for Bodily Injury and Property Damage Liability (Coverage A. of SECTION I). Furthermore, the "owner" is an insured only with respect to "bodily injury" or "property damage" arising out of your maintenance, operation or use of the above described premises or property in accordance with the agreement designated on page 1 of this endorsement, and subject to the following additional exclusions:

1. This coverage does not apply to any "occurrence" which takes place before said premises or property agreement is in effect or after said agreement terminates.
2. This coverage does not apply to "bodily injury" or "property damage" arising out of any construction, demolition, repair or maintenance operations performed by or on behalf of the "owner", or out of any other acts, omissions, or warranties of the "owner" or any employees of the "owner".
3. No coverage will be afforded to the "owner" under the following Coverages:

SECTION III - LIMITS OF INSURANCE

The **LIMITS OF INSURANCE** (SECTION III) are amended as follows:

The coverage afforded to the "owner" under this endorsement is subject to a special limit of liability per "occurrence" and annual aggregate stated on page 1 of this endorsement. It is further understood and

- a. SECTION I, COVERAGE B, PERSONAL AND ADVERTISING INJURY LIABILITY;
- b. SECTION I, COVERAGE C, MEDICAL PAYMENTS;
- c. SECTION I, COVERAGE D, EMPLOYEE BENEFIT LIABILITY.

B. DUTY TO DEFEND

The Insuring Agreement under Coverage A of SECTION I is amended as follows:

We have no duty to defend the "owner" against a claim or "suit" alleging any act or omission falling within the exclusions of said MGP 001 or the exclusions 1., 2., or 3. of this endorsement, or for a claim or "suit" alleging acts or omissions which are otherwise outside the scope of coverage afforded under this contract. In an event of "suit" against the "owner" which alleges multiple claims, causes of action or theories of recovery, one or more of which is within the coverage of this contract and one or more of which is not covered by this contract, we have no duty to defend the "owner" against the non-covered claim(s).

agreed that the coverage afforded to the "owner" shall be otherwise subject to the terms and provisions of SECTION III, and in no event shall this endorsement operate to increase the Limits of Insurance as set forth in the Declarations and SECTION III.

SECTION IV - GENERAL LIABILITY CONDITIONS

A. CANCELLATION

The **CANCELLATION** Condition is amended to include the following:

Should this contract or this endorsement be cancelled before the expiration date thereof, we will endeavor to mail to the "owner", at the address shown in this endorsement, Advance Notice of Cancellation. Proof of mailing any notice will be sufficient proof of notice, but failure to mail such notice shall impose no obligation or liability of any kind upon us or our representatives.

B. TERMINATION OF ADDITIONAL INSURED STATUS

The status of the "owner" as an additional insured under this contract shall immediately terminate when:

1. We cancel this endorsement;

2. We cancel this contract; or
 3. The premises or property agreement designated in this endorsement terminates;
- whichever occurs first.

It is further understood and agreed that the status of the "owner" as an additional insured shall in any event terminate upon the expiration of the contract period shown in the Declarations.

C. OTHER TERMS, CONDITIONS AND EXCLUSIONS

Except as otherwise provided in this endorsement, all terms, conditions, definitions and exclusions contained in General Liability Coverage Form MGP 001, and those of any other amendatory endorsement to this contract, are applicable to the coverage afforded to the "owner" under this endorsement.

GENERAL LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE CONTRACT - PLEASE READ IT CAREFULLY

YEAR 2000 COMPUTER-RELATED AND OTHER ELECTRONIC PROBLEMS EXCLUSION

In consideration of the contribution charged, this endorsement is added to Form MGP 001 of this contract, effective on the inception date of the contract, unless another date is indicated below.

(The following need to be completed only when this endorsement is issued subsequent to preparation of the contract.)

MIIA Property and Casualty Group, Inc. Contract No. ACT00002-03-05	Endorsement Effective on <u>07/01/05</u> (Date)
Named Insured Town of Acton	at 12:01 A.M. standard time at the Named Insured's Address

Authorized Representative Signature

SCHEDULES

SCHEDULE A - COVERAGES TO BE EXCLUDED UNDER THIS ENDORSEMENT (SUBJECT TO THE DESCRIPTION IN SCHEDULE B)

Check any one or more of the following:

- ☒ Bodily Injury
- ☒ Property Damage
- ☒ Personal and Advertising Injury
- ☒ Employee Benefit Liability

SCHEDULE B - DESCRIPTION OF LOCATION, OPERATIONS, PRODUCTS OR SERVICES TO BE EXCLUDED UNDER THIS ENDORSEMENT (TO WHICH SCHEDULE A APPLIES)

Description of location(s)
operation(s), product(s) or
services(s)

All

It is understood and agreed that in order to clarify liability coverage with respect to Year 2000 Computer-Related and Other Electronic Problems, the following is attached to and made part of Form MGP Q01 of this contract.

The following exclusion is added under SECTION I - COVERAGES, Paragraph 2. Exclusions of Coverage A. Bodily Injury and Property Damage Liability, Paragraph 2. Exclusions of Coverage B. Personal and Advertising Injury Liability, and Paragraph 2. Exclusions of Coverage D. Employee Benefit Liability:

This coverage does not apply to "bodily injury", "property damage", "personal injury", "advertising injury" or employee benefit loss arising directly or indirectly out of:

1. Any actual or alleged failure, malfunction or inadequacy of:
 - a. Any of the following, whether belonging to any insured or to others:
 - (1) Computer hardware, including microprocessors or other Electronic Data Processing Equipment as may be described elsewhere in the contract;
 - (2) Computer application software or other Electronic Media and Records as may be described elsewhere in the contract;
 - (3) Computer operating systems and related software;

(4) Computer networks;

(5) Microprocessors (computer chips) not part of any computer system; or

(6) Any other computerized or electronic equipment or components; or

- b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 1.a. of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept the year 2000 and beyond.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 1. of this endorsement.

This exclusion applies to the types of injury or damage indicated in Schedule A - Coverages To Be Excluded Under This Endorsement arising out of all operations, products or services, or all operations or services at or from all locations, described in Schedule B - Description Of Location, Operations, Products Or Services To Be Excluded Under This Endorsement.